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CONFLICT OF LAWS — CAPACITY TO CONTRACT — ENFORCEMENT OF FOREIGN CONTRACTS AGAINST THE PUBLIC POLICY OF THE FORUM. — A married woman domiciled in Texas, by whose laws she was incapable of making a valid contract of suretyship, made such a contract in Illinois where a married woman has such capacity. She was sued in the District Court of the United States for the Northern District of Texas. *Held*, that she is not liable. *Union Trust Co. v. Grosman*, U. S. Sup. Ct. Off., Oct. Term, 1917, No. 106.

The authorities are in confusion as to what law governs the validity of a contract. One line of cases takes the view that the law of the place of performance governs. *Pritchard v. Norton*, 106 U. S. 124. Another view is that the law of that place governs which the parties intend shall govern. *Gibson v. Connecticut Fire Ins. Co.*, 77 Fed. 561. A third line of cases holds that the law of the place of making the contract governs. *Garrigue v. Keller*, 164 Ind. 676, 74 N. E. 523. Much is to be said for the view that the validity of a contract is to be governed by the *lex loci contractus*. See J. H. Beale, "What Law Governs the Validity of Contracts?" 23 HARV. L. REV. 1. Additional confusion appears in the authorities when the question of capacity to make a contract arises. One line of authorities holds that the law of the place where the contract is made determines the capacity of the parties. *Milliken v. Pratt*, 125 Mass. 374. See STORY, CONFLICT OF LAWS, 8 ed., §§ 102, 102 a, 102 b. Another takes the view that the domicile of the parties determines their capacity to contract. *In re Cooke's Trusts*, 56 L. J. Ch. 637. See DICEY, CONFLICT OF LAWS, Rule 146. The principal case adopts none of the above views, but proceeds upon the basis that though the contract might have been valid if sued upon elsewhere, it was unenforceable in Texas because against public policy. The question of whether the contract of a married woman is against the public policy of a state is one upon which judges may differ. *Cf. Garrigue v. Keller, supra; Bank v. Shaw*, 109 Tenn. 237, 70 S. W. 807.

CONTRACTS — DEFENSES — "RESTRAINT OF PRINCES" IN CHARTERPARTIES. — Residents of Sweden, owners of a Swedish vessel, entered into an English charterparty by which the vessel was to make certain voyages subsequently prohibited by Swedish emergency legislation. The ship was at an English port. The charterparty contained the usual exception as to restraints of princes. The plaintiff brought an action to restrain the use of the vessel except in accordance with the contract. *Held*, that it is enough that the Swedish government is capable of enforcing the restraint upon the persons having the custody of the ship, and that the prohibition operates as a restraint of princes. *Furness, Withy & Co. v. Rederiaktiebolaget Banco*, [1917] 2 K. B. 873.

This decision depends wholly upon the significance of the common phrase, "restraints of princes." See DUCKWORTH, CHARTERPARTIES AND BILLS OF LADING, 2 ed., 136. Mere illegality by foreign law does not excuse performance of a contract, unless by rendering performance impossible it may be brought within an express or implied condition. *Tweedie Trading Co. v. McDonald Co.*, 114 Fed. 985. See STEPHENS, CHARTERPARTIES, 145. See also 15 HARV. L. REV. 63; 18 *Ibid.*, 384. "Restraint of princes" is to be understood in its natural and ordinary meaning. Statements that restraints must be actual and operative, and not merely expected and contingent, must be read in connection with the special facts of the particular case. *Cf. Richardson v. Maine Ins. Co.*, 6 Mass. 102, 120. But see LEGGETT, CHARTERPARTIES, 2 ed., 341. The exception should not be confined to restraint of the vessel itself; indeed the term "restraint" seems more applicable to persons than to things. Restraints, of course, commonly arise from the interference of a sovereign with the dominion over the vessel itself, as by blockade, embargo, or quarantine. *Aubert v. Gray*, 3 B. & S. 163; *Geipel v. Smith*, L. R. 7 Q. B. 404. See *Olivera v. Un. Ins. Co.*, 3 Wheat. (U. S.) 183, 194. The exception does